

3-180370
UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
CMA-CGM (AMERICA), INC.,

Plaintiff,

- against -

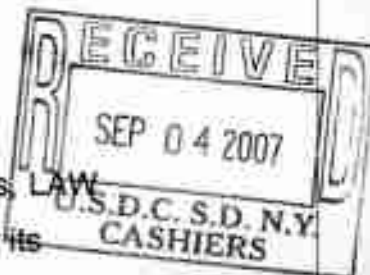
YARA NATURAL STONE
INTERNATIONAL, INC.,

Defendant.
-----X

JUDGE CHIN

07 CIV 7805

CIVIL COMPLAINT
IN ADMIRALTY



Plaintiff CMA-CGM (AMERICA), INC., by its attorneys, LAW
OFFICES OF ALBERT J. AVALLONE & ASSOCIATES, as and for its
Complaint against defendant YARA NATURAL STONE INTERNATIONAL, INC.,
in personam, in a cause of action civil and maritime, alleges upon information and
belief:

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure, and the Ocean Shipping Reform Act of 1999, 46 U.S.C., App. Section 1701, et seq.
2. At all times hereinafter mentioned, plaintiff CMA-CGM (AMERICA), INC. was and still is a corporation organized and existing under the laws of the State of New Jersey with offices and a place of business at 5701 Lake Wright Drive, Norfolk, VA 23502.
3. Upon information and belief and at all times hereinafter mentioned, defendant had and now has the legal status and place of business as set forth in Schedule A.
4. On or about the dates and at the ports of shipment stated in Schedule A, certain good were delivered to plaintiff to be carried to the ports of destination and at the agreed charges to be paid by defendant pursuant to plaintiff's published tariff, all as set forth in Schedule A.
5. Thereafter, the goods were carried to the ports of destination and delivered to the defendant and/or its agents.

6. Plaintiff has performed all acts required to be performed by plaintiff.

7. Defendant has failed and refused and continues to fail and refuse to remit payment of \$4,840.00, although duly demanded.

8. By reason of the foregoing, plaintiff has sustained damages in the amount of \$4,840.00 which, although duly demanded, have not been paid.

WHEREFORE, plaintiff prays:

1. For judgment in the amount of \$4,840.00, together with interest thereon, costs, disbursements and a reasonable attorney's fee.

2. That process in due form of law according to the practice of this Court in cases of admiralty and maritime jurisdiction may issue against the defendant citing it to appear and answer all the singular matters aforesaid.

3. That plaintiff have such other and further relief in the premises as in law and justice it may be entitled to receive.

Dated: New York, New York
September 4, 2007

LAW OFFICES OF
ALBERT J. AVALLONE & ASSOCIATES

By



Albert J. Avallone - AA1679
Attorneys for Plaintiff
CMA-CGM (AMERICA), INC.
551 Fifth Avenue, Suite 1625
New York, NY 10176
(212) 696-1760

SCHEDULE A

I. Defendant's status & address:

A. Upon information and belief and at all times hereinafter mentioned, defendant YARA NATURAL STONE INTERNATIONAL, INC. was and still is a corporation organized and existing under the laws of the State of Massachusetts, with offices and a place of business at 60 Franklin St., Malden, MA 02148.

II. Particulars:

1. Bill of Lading No. SAS001149, Invoice No. NAIM0086449, dated September 6, 2004, from Sao Francisco do Sul to New York on the Vessel PRIWALL, one (1) forty-foot Hi-Cube SAID TO CONTAIN: WOODEN FURNITURE, at the applicable tariff and/or Service Contract rate of \$4,840.00 (Exhibit A).

Amount Paid: \$0

Amount Due: \$4,840.00

II. Total Amount Due: \$4,840.00



BILL OF LADING FOR COMBINED TRANSPORT AND PORT TO PORT SHIPMENT
Sheet 1 of 2

SHIPPER/EXPORTER (2)
MOVEIS REALIZA LTDA.
RUA AUGUSTO WUNDERWALD, 1530
22.260-000 SAO BENTO DO SUL-RS
BRASIL

DOCUMENT NO (5)

SA3001149

SA3001149

EXPORT REFERENCES (6)

NAI00000447

CONSIGNEE (3) (NOT NEGOTIABLE UNLESS CONSIGNED TO ORDER)
YARA INTERNATIONAL INC
80 FRANKLIN STREET
MALDEN, MA
02148 - USA

FORWARDING AGENT - REFERENCES (7)

CMB:
FMC:

POINT AND COUNTRY OF ORIGIN (8)

NOTIFY (4)
YARA INTERNATIONAL INC
80 FRANKLIN STREET
MALDEN, MA
02148 - USA

DOMESTIC ROUTING/EXPORT INSTRUCTIONS (9)

PIER/TERMINAL (10)

COMBINED TRANSPORT*
PRECARRIAGE FROM (10A)

Port of Sao Francisco do Sul

VESSEL (11)

PRIMALL

AT032N

PORT OF LOADING (12)

SAO FRANCISCO DO SUL

COMBINED TRANSPORT - ONWARD CARRIAGE (15)*

PORT OF DISCHARGE FROM VESSEL (13)

NEW YORK, NY

FOR TRANSHIPMENT TO (14)

GARDENA

CARRIER'S RECEIPT

PARTICULARS FURNISHED BY SHIPPER - CARRIER NOT RESPONSIBLE

MARKS AND NUMBERS (16)	NO. OF PKGS. (17)	DESCRIPTION OF GOODS (18) SHIPPER'S STOW, LOAD AND COUNT	GROSS WEIGHT (19)	MEASUREMENT (20)
CLM00204657 Seal 1-3122743	1 x 40HQ	284 Cartons (a) VIM40'HC 284 PINESS WOODEN FURNITURES MADE IN PINE WOOD IN 284 CARPONS. FREIGHT COLLECT NOM 5403.90.00 NET WEIGHT: 8.234 KG FREIGHT TO BE COLLECT	8986.000	3900 70.300

SHIPPER'S STOW, LOAD AND COUNT /

/ F O L

CONTAINERS DEMUNAGES AND ORIENTATION CHARGES PAYABLE BY THE MERCHANT AS PER LINE'S
TARIFF AVAILABLE IN ANY OF CMA CGM AGENCY.

T H C AT DESTINATION PAYABLE BY CONSIGNEE AS PER LINE/PORT TARIFF

UNLESS THE VALUE OF CARGO IS DECLARED ON THE FACE OF THIS BILL OF LADING OR
WAYBILL IN THE CONDITIONS SET FOR ON THE REVERSE, LIMITATION OF LIABILITY IN
RESPECT OF LOSS OR DAMAGE TO GOODS SHALL NOT EXCEED USD 500.00 PER PACKAGE, OR

SHIPPER'S DECLARED VALUE

SUBJECT TO EXTRA FREIGHT AS PER TARIFF AND CLAUSE 13 OF THIS B/L

These commodities, wherever it is stated, are subject to the United States in accordance with the Export Administration Regulations. Shipment is U.S. law prohibited.

If the Pre-Carriage or Onward Carriage boxes are filled out, shipment will be treated as Through Combined Transport. Carrier undertakes entire transport from the place where the
goods are taken in charge to the place designated for their delivery and assumes full liability for such transport as per clause 15.

RECEIVED in external good order and condition, except as otherwise indicated herein, the number of packages listed in the Carriers Receipt, said to contain the goods described in the
Particulars Furnished by Shipper (contents, weight and measurement unknown to Carrier) to be transported to the port of discharge, or to such other place authorized or permitted thereat, or
so near thereto as the vessel can get, to and leave, always in safety and without delay, and there to be delivered to consignee, or authorized receiver, at on carrier's payment of all charges
due thereon.

All actions against the Carrier under the contract of Carriage evidenced by this Bill of Lading shall be brought before the Tribunal de Comercio,
of Maximilianes and no other Court shall have jurisdiction with regards to any such action.

FREIGHT CHARGES (See clause 11 and 20)

PEAK SEASON CH	USD	150.00 C
O/C HAULAGE	USD	1380.00 C
BASIC FREIGHT	USD	3300.00 C
TOTAL COLLECT	USD	4840.00 C

IN WITNESS WHEREOF THREE (3)

Bills of Lading all of like tenor, have been executed. ONE of
which being accomplished, the other shall stand void.

DAY MONTH YEAR

08 SEP 2004

BLNo.
CMDV

SA3001149

Signed for the Carrier CMA CGM SA by
CMA CGM DO BRASIL AGENCIA MARITIMA as agent for the Carrier

DECLARED VALUE CHARGES (See Clause 10)

HARBOR TAX/LIGHTERAGE TOTAL \$

(Continued on reverse side)

EXHIBIT "A"



SHIPPER/EXPORTER (2) MOVEIS REALEZA LTDA. RUA AUGUSTO WUNDERWALD, 1530 89.290-000 SAO BENTO DO SUL-SO BRASIL		DOCUMENT NO (5) BAS101149		BAS001149	
CONSIGNEE (3) (NOT NEGOTIABLE UNLESS CONSIGNED TO ORDER) YARA INTERNATIONAL INC 60 FRANKLIN STREET MALDEN, MA 02148 - USA		EXPORT REFERENCES (8)		FORWARDING AGENT - REFERENCES (7) CNS: FMC:	
NOTIFY (4) YARA INTERNATIONAL INC 60 FRANKLIN STREET MALDEN, MA 02148 - USA		POINT AND COUNTRY OF ORIGIN (6)		DOMESTIC ROUTING/EXPORT INSTRUCTIONS (9)	
PIER/TERMINAL (10) Port of Sao Francisco do Sul	COMBINED TRANSPORT* PRE-CARRIAGE FROM (10A) *	COMBINED TRANSPORT - ONWARD CARRIAGE (18)*			
VESSEL (11) PRIVALL ATQ00H	PORT OF LOADING (12) SAO FRANCISCO DO SUL	GARDENA			
PORT OF DISCHARGE FROM VESSEL (13) NEW YORK, NY	FOR TRANSHIPMENT TO (14)				
CARRIER'S RECEIPT		PARTICULARS FURNISHED BY SHIPPER - CARRIER NOT RESPONSIBLE			
MARKS AND NUMBERS (15)	NO. OF PKGS. (17)	DESCRIPTION OF GOODS (18) SHIPPER'S STOW, LOAD AND COUNT	GROSS WEIGHT (19)	MEASUREMENT (20)	
CUSTOMARY FREIGHT UNIT IF GOODS ARE NOT SHIPPED IN PACKAGE					
<p>SHIPPER'S DECLARED VALUE SUBJECT TO EXTRA FREIGHT AS PER TARIFF AND CLAUSE 10 OF THIS BILL</p> <p>These commodities, technology or software were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. law prohibited.</p> <p>*If the Pre-Carriage or Onward Carriage boxes are filled out, shipment will be treated as Through Combined Transport. Carrier undertakes entire transport from the place where the goods are taken in charge to the place designated for their delivery and assumes full liability for such transport as per clause 15.</p> <p>RECEIVED in extreme good order and condition, except as otherwise indicated herein, the number of packages listed in the Carrier's Receipt, said to contain the goods described in the Particulars furnished by Shipper (contents, weight and measurement unknown to Carrier) to be transported to the port of discharge, or to such other place authorized or permitted herein, or to near thereto as the vessel can get, to and leave, always in safety and without delay, and there to be delivered to consignee, or authorized receiver, or on carrier on payment of all charges due thereon.</p> <p>All actions against the Carrier under the contract of Carriage evidenced by this Bill of Lading shall be brought before the Tribunal de Commercio of Maranhão and no other Court shall have jurisdiction with regards to any such action.</p> <p>FREIGHT CHARGES (See clause 10 and 20)</p>					
DECLARED VALUE CHARGES (See Clause 10) HARBOR TAX/LIGHTERAGE		<p>IN WITNESS WHEREOF THREE (3)</p> <p>Bills of Lading all of the tenor, have been executed, ONE of which being accomplished, the other shall stand void.</p> <p>DAY MONTH YEAR</p> <p>BL No. CMA CGM BAS001149</p> <p>Signed for the Carrier CMA CGM SA by CMA CGM DO BRASIL AGENCIA MARITIMA as agent for the Carrier</p>			
TOTAL \$		By _____			

(Continued on reverse side)